



A handwritten signature in black ink, appearing to read "Timothy W. Dore", is written over a horizontal line.

Timothy W. Dore
U.S. Bankruptcy Court
(Dated as of Entered on Docket date above)

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re:

ANTONIO FRANCINE FLIGHT and KIM
LYNNICE FLIGHT,

Debtors,

THE BENSON CONDOMINIUM OWNERS
ASSOCIATION, a Washington non-profit
corporation,

Plaintiff,

v.

ANTONIO FRANCINE FLIGHT and KIM
LYNNICE FLIGHT, individually and their
marital community,

Defendants.

CHAPTER 13

NO. 14-16434-TWD

ORDER

Adv. No. 14-01385-TWD

CURRAN LAW FIRM P.S.

555 West Smith Street

Post Office Box 140

Kent, Washington 98035-0140

(T) 253 852 2345 / (F) 253 852 2030

1 Pursuant to the stipulation filed by the Plaintiff, The Benson Condominium Owners
2 Association, and the Defendants, Antonio Francine Flight and Kim Lynnice Flight, it is now
3 hereby ORDERED as follows:

4 1. Upon entry of this Order, Defendants shall transfer all of their right and interest attendant
5 to their ownership interest in 1425 S. Puget Dr. #E-6, Renton, Washington 98105 (the
6 "Property") to the Association by executing a deed in lieu of foreclosure and by delivering said
7 deed in lieu of foreclosure to the Association's attorney of record, J. David Huhs of Curran Law
8 Firm at 555 W Smith Street, Kent, Washington 98032.

9 2. By accepting the deed in lieu of foreclosure, the Association shall not take the Property
10 subject to any intervening junior claims, liens, or encumbrances.

11 3. Defendants assign any and all rights and interest under said the month-to-month lease
12 agreement for the Property to the Association upon execution of the deed in lieu of foreclosure.

13 4. All pre-petition and post-petition condominium assessments shall be deemed
14 dischargeable in bankruptcy.

15 5. Defendants shall indemnify and hold harmless the Association from and against all
16 debts, obligations, taxes (state and federal), liabilities, claims and causes of action, incurred or
17 accrued with respect to the Property up until such time that Defendants have transferred legal
18 title to the Property to the Association via deed in lieu.

19 6. Any taxes or costs related to the transfer of the Property to the Association shall be
20 borne by Defendants.

21 7. By accepting the deed in lieu of foreclosure, the Association shall not be liable for debts
22 owed by Defendants to mortgagees or lien holders of the Property, including without limitation
23 City National Bank.

24 8. Defendants represent and warrant that the Property is not subject to any pending tax
25 foreclosure or other foreclosure by any governmental entity.

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1 9. Each party shall bear their own attorneys' fees and costs incurred in this matter.

2 **/// END OF ORDER///**

3 Presented by:

4 **CURRAN LAW FIRM, P.S.**

5 /s/ J. David Huhs

6 John David Huhs, WSBA # 37990
7 Attorney for Plaintiff

8 APPROVED AS TO FORM; NOTICE OF
PRESENTATION WAIVED:

9 **LAW OFFICES OF JASON S. NEWCOMBE**

10 /s/ Erin Lane 

11 Erin Lane, WSBA # 42504
12 Attorney for Defendants / Debtors

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